
STANDARD BIDDING DOCUMENTS

Procurement of Goods



Royal Government of Bhutan
DZONGKHAG ADMINISTRATION
ZHEMGANG

Preface

This Standard Bidding Document for the Procurement of Goods have been prepared by the Ministry of Finance to be used for the Procurement of Goods through National and International Competitive Bidding in projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It should be used in conjunction with the Procurement Rules and Regulations 2009. This document will come into effect from 1st April, 2009.

Those wishing to submit comments or questions on these Bidding Documents or to obtain additional information on procurement under RGoB-financed projects are encouraged to contact:

Public Procurement Policy Division
Ministry of Finance
Royal Government of Bhutan

Bidding Documents for [Hardware & RWSS]

Procuring Agency [Dzongkhag Administration, Zhemgang]

Standard Bidding Documents

Table of Contents

PART 1 – Bidding Procedures.....

Section I. Instructions to Bidders.....

Table of Clauses.....

Section II. Bid Data Sheet

Section III. Evaluation and Qualification Criteria

Section IV. Bidding Forms.....

Table of Forms.....

INTEGRITY PACT

Section V: Eligible Countries

PART 2 – Supply Requirements.....

Section VI: Schedule of Supply

Contents.....

Section VII. General Conditions of Contract.....

Table of Clauses.....

Section VIII. Special Conditions of Contract

Section IX. Contract Forms

Table of Forms.....

Contract Agreement

Performance Security

Bank Guarantee for Advance Payment

Attachment: Sample Format for Invitation for Bids.....**Error! Bookmark not defined.**

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Clauses

A. General

1 Scope of Bid and Source of Funds

2 Fraud and Corruption

3 Eligible Bidders.....

4 Exclusion of Bidders

5. Eligible Goods and Related Services

B. Contents of Bidding Documents

6. Parts of Bidding Documents

7. General Information

-
- 8. Clarification of Bidding Documents
 - 9. Amendment of Bidding Documents

C. Preparation of Bids

- 10. Cost of Bidding
- 11. Language of Bid
- 12. Documents Comprising the Bid
- 13. Bid Submission Sheet
- 14. Price Schedules
- 15. Alternative Bids
- 16. Bid Prices and Discounts
- 17. Price Variation
- 18. Currencies of Bid
- 19. Documents Establishing the Eligibility of the Bidder
- 20. Documents Establishing the Eligibility of the Goods and Related Services
- 21. Documents Establishing the Conformity of the Goods and Related Services
- 22. Documents Establishing the Qualifications of the Bidder
- 23. Period of Validity of Bids
- 24. Bid Security
- 25. Format and Signing of Bid

D. Submission and Opening of Bids

- 26. Submission, Sealing and Marking of Bids
- 27. Deadline for Submission of Bids
- 28. Late Bids
- 29. Withdrawal, Substitution and Modification of Bids
- 30. Bid Opening

E. Evaluation and Comparison of Bids

- 31. Confidentiality
- 32. Clarification of Bids
- 33. Responsiveness of Bids
- 34. Nonconformities, Errors and Omissions
- 35. Preliminary Examination of Bids
- 36. Margin of Preference
- 39. Evaluation of Bids
- 40. Comparison of Bids
- 41. Postqualification of the Bidder
- 42. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

F. Award of Contract

- 43. Award Criteria
- 44. Purchaser's Right to Vary Quantities at Time of Award
- 45. Letter of Intent to Award the Contract/Notification of Award
- 46. Signing of Contract
- 47. Performance Security
- 48. Complaint and Review

Section I. Instructions to Bidders

General

- 1 Scope of Bid and Source of Funds
 - 1.1 The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply. The name, identification number, and number of lots within this procurement are provided in the BDS
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (eg by mail, electronic mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means plural” and vice versa; and
 - (c) “day” means calendar day.
 - 1.3 The Employer as defined in section II, Bidding Data Sheet (BDS) has received a budget from RGoB towards the cost of the Goods defined in the BDS and intends to apply a part of the funds to cover eligible payments under this contract.
- 2 Fraud and Corruption
 - 2.1 It is RGoB policy to require that Purchasers, Bidders, Suppliers, Contractors and their Subcontractors observe the highest standards of ethics during the procurement and execution of contracts.¹ In pursuance of this policy, the RGoB:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “Corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value³ to influence improperly the actions of another party;
 - (ii) “Fraudulent practice”⁴ is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “Collusive practice”⁵ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

¹ In this context, any action taken by a Bidder, Supplier, Contractor or a Subcontractor to influence the procurement process or contract execution for undue advantage is improper.

² “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes staff and employees of any organizations (including any institutions providing finance for the Goods) taking or reviewing procurement decisions.

³ “anything of value” includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

⁴ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

-
- (iv) “Coercive practice”⁶ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "Obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser or any organization or person appointed by the Purchaser and/or any relevant RGoB agency provided for under ITB Sub-Clause 2.1 (d) below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
 - (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by the RGoB, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Purchaser, any organization or person appointed by the Purchaser and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;
 - (e) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section IV, Bidding Forms as specified in the BDS. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and
 - (f) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-corruption Commission (ACC) of Bhutan,

⁵ “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attempting to establish bid prices at artificial, non competitive levels.

⁶ a “party” refers to a participant in the procurement process or contract execution.

for necessary action in accordance with the statutes and provisions of the relevant agency.

- 1.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 36.1 (a) (iii) of the General Conditions of Contract.
- 3 Eligible Bidders
- 3.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 3.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they:
- (a) are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents, or
 - (b) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 15. However, this does not limit the participation of subcontractors in more than one Bid.**
 - (c) employ or otherwise engage, either directly or through any of their affiliates, a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Purchaser or has an authority over it. For the purposes of this Sub-Clause a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children.**
- 3.3 Government-owned enterprises in Bhutan shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency (directly or indirectly) of the Purchaser.
- 3.4 A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1 (c) shall not be eligible to participate in this bidding process in any capacity.
- 3.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

-
- 4 Exclusion of Bidders
- 4.1 A Bidder shall be excluded from participating in this bidding process under the following circumstances:
- (a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, RGoB prohibits (i) any import of Goods or contracting of Services from the country in which the Bidder is constituted, incorporated or registered or (ii) any payments to persons or entities in that country; or
 - (c) he is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or
 - (d) his affairs are being administered by a court, judicial officer or appointed liquidator; or
 - (e) he has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
 - (f) he has been found guilty of professional misconduct by a recognized tribunal or professional body; or
 - (g) he has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
 - (h) he is guilty of serious misrepresentation in supplying information in his tender; or
 - (i) he has been convicted for fraud and/or corruption by a competent authority; or
 - (j) he has not fulfilled any of his contractual obligations with the Purchaser in the past.
 - (k) he has been debarred from participation in public procurement by any competent authority as per law.
5. Eligible Goods and Related Services
- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For the purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

Contents of Bidding Documents

6. Parts of Bidding Documents 6.1 The Bidding Documents consist of Parts 1, 2 and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Supply

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

7. General Information 7.1 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 7.2 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from the Purchaser.
- 7.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.
8. Clarification of Bidding Documents 8.1 Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.
- 8.2 A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser's address specified in the BDS;
- 8.3 The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than fifteen (15) days prior to the deadline for submission of Bids. Copies of the Purchaser's response shall be forwarded to all those who have acquired the Bidding Documents directly from the Purchaser, including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 27.2; and

- 8.4 A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the Bidders prior to submission of Bids. Minutes of the pre-bid meeting shall be circulated to all Bidders that have purchased Bidding Documents.
9. Amend
ment of
Bidding
Document
s
- 9.1 At any time prior to the deadline for submission of Bids the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser. Such addendum shall be binding on the prospective Bidders, and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids;
- 9.3 The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 27.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.

Preparation of Bids

10. Cost of Bidding
- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
11. Language of Bid
- 11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for the purposes of interpretation of the Bid, such translation shall govern.
12. Documents comprising the Bid
- 12.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 13, 14, 16 and 18;
 - (b) Bid Security, in accordance with ITB Clause 24;
 - (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 25;
 - (d) Documentary evidence in accordance with ITB Clause 19 establishing the Bidder's eligibility to bid;
 - (e) Documentary evidence in accordance with ITB Clause 20 that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) Documentary evidence in accordance with ITB Clauses 21 and 33 that the Goods and Related Services conform to the Bidding Documents;
 - (g) Documentary evidence in accordance with ITB Clause 22 establishing

-
- the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) Alternative Bids, if permissible, in accordance with ITB Clause 15;
 - (i) Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub-Clause 4.1;
 - (j) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1 (e) as specified in BDS; and
 - (k) Any other document required in the BDS.
13. Bid Submission Sheet 13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
14. Price Schedules 14.1 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.
15. Alternative Bids 15.1 Unless otherwise indicated in the BDS alternative Bids shall not be considered.
16. Bid Prices and Discounts 16.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 16.2 All lots and items in the Schedule of Supply must be listed and priced separately in the Price Schedules.
- 16.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
- 16.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
- 16.5 The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce as specified in the BDS.
- 16.6 Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs and any other associated cost to fulfill the contractual obligations, as specified in the Price Schedule forms for Goods and related services included in Section IV Bidding Forms. However to avail margin of preference, prices shall be quoted as specified in the Price Schedule for Goods Manufactured in Bhutan in section IV Bidding Forms.. The disaggregation of price components shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may

obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For goods manufactured in Bhutan:
 - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination (Project Site) specified in the BDS.
- (b) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Supply:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

16.7 If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual items, lots or packages. Unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.4, provided the Bids for all lots are submitted and opened at the same time.

- 17. Price Variation
 - 17.1 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 33 unless adjustable price quotations are permitted by the BDS. If, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 18. Currencies of Bid
 - 18.1 The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu). Foreign currency requirements shall be indicated and shall be payable at the option of the Bidder in up to three foreign currencies. In case of

International procurement, bidders may express the unit rates and prices in fully convertible currency. If the bidders wish to be paid in a combination of amounts in different currencies, it may quote its price accordingly up to three foreign currencies.

18.2 The rates of exchange to be used in arriving at the local currency equivalent shall be the selling rates for similar transactions established by RMA on the day of bid opening. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder.

18.3 Bids shall be evaluated as quoted in Ngultrum (NU) in accordance with ITB Sub-Clause 18.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 18.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Ngultrum (NU) using the exchange rates prescribed in ITB Sub-Clause 18.2.

18.4 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

18.5 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices if required in the BDS, are reasonable and responsive to ITB Sub-Clause 18.1.

18.6 In case of International Procurement from countries other than India, the procuring agency may invite bids in convertible currencies. The bids shall however, be evaluated in accordance with Sub-Clause 18.3 above, but the payment shall be made in the currency of bid.

19. Documents Establishing the Eligibility of the Bidder
- 19.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Sheet included in Section IV, Bidding Forms.
20. Documents Establishing the Eligibility of the Goods and Related Services
- 20.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section IV, Bidding Forms.
21. Documents Establishing the Conformity
- 21.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards specified in

y of the Section VI, Schedule of Supply.

Goods
and
Related
Services

21.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specifications and, if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply.

21.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Purchaser.

21.4 Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply.

22.

Docum
ents
Establishi
ng the
Qualificat
ions of
the Bidder

22.1 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan;
- (b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-

stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

- (c) that Bids submitted by a Joint Venture, Consortium or Association (JV/C/A) of two or more firms as partners comply with the following requirements:
- (i) the Bid is signed so as to be legally binding on all partners;
 - (ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (iii) one of the partners is nominated as being in charge, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C/A;
 - (iv) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and
 - (v) a copy of the JV/C/A Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C/A Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.
- (d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

23. Period of Validity of Bids
- 23.1 Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 23.2 In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 23.3
- 23.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
24. Bid Security
- 24.1 The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in Ngultrum or a freely convertible currency and in the amount specified in the BDS.
- 24.2 The Bid Security shall:

(a) at the Bidder's option, be in any of the following forms:

- (i) an Unconditional Bank Guarantee; or**
- (ii) a Banker's Certified Cheque/Cash Warrant; or**
- (iii) a Demand Draft;**

- (b) be issued by a financial institution in Bhutan acceptable to the Purchaser and selected by the Bidder. If the institution issuing the Bid Security is located outside Bhutan it shall have a correspondent financial institution located in Bhutan to make the Bid Security enforceable.
- (c) in the case of a bank guarantee, be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to Bid submission;
- (d) be promptly payable upon written demand by the Purchaser in case any of the conditions listed in ITB Sub-Clause 24.6 are invoked;
- (e) be submitted in its original form; copies shall not be accepted;
- (f) remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable, in accordance with ITB Sub-Clause 23.2.

24.3 Any Bid not accompanied by a responsive Bid Security shall be rejected by the Purchaser as non-responsive.

24.4 The Bid Securities of unsuccessful Bidders shall be discharged/returned as promptly as possible upon award of contract, but in any event not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring agency and the successful Bidder furnishing the Performance Security pursuant to ITB Clause 47.

24.5 The Bid Security of the successful Bidder shall be returned as promptly as possible after the successful Bidder has signed the Contract and furnished the required Performance Security.

24.6 The Bid Security shall be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 23.2; or**
- (b) if the successful Bidder fails to:**
 - (i) sign the Contract in accordance with ITB Clause 46;
 - (ii) furnish a Performance Security in accordance with ITB Clause 47;
or
 - (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 34.4

24.7 The Bid Security of a JV/C/A must be in the name of the JV/C/A that submits the Bid. If the JV/C/A has not been legally constituted at the time of bidding the Bid Security shall be in the names of all future partners as named in the letter of intent.

25. Format

25.1 The Bidder shall prepare ONE Original of the documents comprising the Bid

and Signing of Bid as described in ITB Clause 12 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

25.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

25.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

26. Submission, Sealing and Marking of Bids
- 26.1 Bids shall be delivered by hand, courier or registered post. The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, including alternative Bids if permitted in accordance with ITB Clause 15, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.
- 26.2 The inner envelopes shall:
- (a) be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
 - (b) be marked “ORIGINAL”, “ALTERNATIVE” (if any) and “COPIES”;
- 26.3 The outer envelope shall:
- (a) be marked “Confidential”;
 - (b) be addressed to the Purchaser at the address⁷ provided in the BDS;
 - (c) bear the name and identification number of the Contract as defined in the BDS; and
 - (d) provide a warning not to open before the specified time and date for Bid Opening as defined in the BDS.
- 26.4 In addition to the identification required in ITB Sub-Clause 26.2, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late pursuant to ITB Clause 28.
- 26.5 If the outer envelope is not sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.
- 26.6 In the Two-Stage Process, Bidders shall be advised to submit only the technical proposal in the first stage. In the second stage, Bidders shall be requested to submit both their technical proposals as modified and agreed with the Purchaser and the financial proposals based on the modified technical proposal simultaneously in two separate sealed envelopes.
- 26.7 When so specified in the BDS Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow

⁷ The receiving address shall be an office that is staffed during normal working hours by personnel authorized to certify time and date of receipt and assure safe-keeping until Bid opening. A post office address is not to be used. The address must be the same as the receiving address described in the Invitation for Bids.

- the procedures specified in the BDS.
27. Deadline for Submission of Bids
- 27.1 Bids shall be delivered by hand, courier or registered post to the Purchaser at the address and no later than the date and time indicated in the BDS.
- 27.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
28. Late Bids
- 28.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
29. Withdrawal, Substitution and Modification of Bids
- 29.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 26, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 25.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) **submitted in accordance with ITB Clauses 25 and 26 (except that withdrawal notices do not require copies) and, in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION” or “MODIFICATION;” and**
- (b) **received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 27.**
- 29.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 29.1 shall be returned unopened to the Bidders.
- 29.3 No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 29.4 Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified in the BDS or as extended pursuant to Clause 23.1, may result in the forfeiture of the Bid Security pursuant to Clause 24.6. If the lowest or the lowest evaluated bidder withdraws his bid between the periods specified in this clause, the bid security of the bidder shall be forfeited and in addition, the bidder shall pay to the employer the positive difference of sum, if any, with the next lowest bidder within fourteen (14) days of his withdrawal. If the bidder fails to pay the difference within the said date, the bidder shall be debarred by a competent authority as per law. In the case of framework contracts, the bid security shall be forfeited and the supply of the particular item will be re-tendered.
30. Bid Opening
- 30.1 The Purchaser shall conduct the Bid Opening in public, in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid Opening procedures required if electronic bidding is permitted in accordance with ITB

Sub-Clause 26.7 shall be as specified in the BDS.

- 30.2 Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any RGoB officials.
- 30.3 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening. Only envelopes that are opened and read out at Bid Opening shall be considered further.
- 30.4 All other envelopes shall be opened one at a time. The Bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening. This information also shall be written on a notice board for the public to copy. Any Bid price, discount or alternative Bid price not announced and recorded shall not be taken into account in Bid evaluation. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 28. Substitution Bids and modifications submitted pursuant to ITB Clause 29 that are not opened and read out at Bid Opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Bids shall be returned unopened to Bidders.
- 30.5 The Purchaser shall prepare a record of the Bid Opening, which shall include the information disclosed to those present in accordance with ITB Sub-Clause 30.4. The minutes shall include, as a minimum:
- (a) the Contract title and reference number;
 - (b) the Bid number;
 - (c) the Bid deadline date and time;
 - (d) the date, time and place of Bid Opening;
 - (e) Bid prices, per lot if applicable, offered by the Bidders, including any discounts and alternative offers;
 - (f) the presence or absence of Bid Security and, if present, its amount;
 - (g) the name and nationality of each Bidder, and whether there is a

withdrawal, substitution or modification;

- (h) the names of attendees at the Bid Opening, and of the Bidders they represent (if any);
- (i) details of any complaints or other comments made by attendees/representatives attending the Bid Opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s); and
- (j) the names, designations and signatures of the members of the Bid Opening Committee.

The Bidders' representatives and attendees who are present shall be requested to sign the record. The omission of a Bidder's or other attendee's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

Evaluation and Comparison of Bids

- 31. Confidentiality 31.1 Information relating to the examination, evaluation, comparison and postqualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 31.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and postqualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- 31.3 Notwithstanding ITB Sub-Clause 31.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 32. Clarification of Bids 32.1 To assist in the examination, evaluation, comparison and postqualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 34.
- 33. Responsiveness of Bids 33.1 The Purchaser's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.
- 33.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
 - (a) affects in any substantial way the scope, quality or performance of the Goods or Related Services required; or
 - (b) limits in any substantial way inconsistent with the Bidding

-
- Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids
- 33.3 If a Bid is not substantially responsive to the Bidding Documents it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
34. Nonconformities, Errors and Omissions
- 34.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 34.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 34.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) **if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;**
- (b) **if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and**
- (c) **if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 34.3 (a) and (b) above.**
- 34.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.
35. Preliminary Examination of Bids
- 35.1 The Purchaser shall examine the Bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) **Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1 (a);**
- (b) **Price Schedules, in accordance with ITB Sub-Clause 12.1 (a);**

(c) Bid Security, in accordance with ITB Clause 24.

36. Examination of Terms and Conditions; Technical Evaluation
- 36.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 36.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 21, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Documents have been met without any material deviation or reservation.
- 36.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 33, it shall reject the Bid.
37. Conversion to Single Currency
- 37.1 For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency and using the exchange rates specified in the BDS.
38. Margin of Preference
- 38.1 A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Economic Affairs.
39. Evaluation of Bids
- 39.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 39.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 39. No other criteria or methodology shall be permitted.
- 39.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) **evaluation shall be done for Items or Lots, as specified in the BDS;**
 - (b) **the Bid Price, as quoted in accordance with ITB Clause 16;**
 - (c) **price adjustment for correction of arithmetic errors in accordance with ITB Clause 34.3;**
 - (d) **price adjustment due to discounts offered in accordance with ITB Clause 16.4;**
 - (e) **adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; and**
 - (f) **adjustments due to the application of a margin of preference, in accordance with ITB Clause 38, if applicable.**
- 39.4 The Purchaser's evaluation of a Bid shall exclude and not take into account:
- (a) in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder;

(b) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

39.5 The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 39.3 (e).

39.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

40. Comparison of Bids 40.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Sub-Clause 39.

40.2 If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced, the Purchaser may require the Bidder to produce written explanations of, justifications and detailed price analyses for any or all items offered. Such explanations may include, but are not limited to, details of the method by which the Goods and Related Services are to be provided, the technical solutions chosen, exceptionally favorable conditions available to the Bidder for the execution of the Contract, and the originality of the Goods proposed by the Bidder. After objective evaluation of the explanations, justifications and price analyses, if the Purchaser decides to accept the Bid with an abnormally low and/or seriously unbalanced price, the Purchaser shall require that the amount of the Performance Security stipulated in ITB Clause 47 be increased at the expense of the Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful Bidder under the Contract.

41. Postqualification of the Bidder 41.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

41.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 22.

41.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform

satisfactorily.

42. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids
- 42.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

43. Award Criteria
- 43.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
44. Purchaser's Right to Vary Quantities at Time of Award
- 44.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.
45. Letter of Intent to Award the Contract/Notification of Award
- 45.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 43 in writing (in the format in section IV-hereafter called the letter of Intent to award the contract) that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid. Such notification should be communicated in writing, including by cable, facsimile, telex or electronic mail to all the bidders on the same day of dispatch. The Employer shall ensure that the same information is uploaded on their website on the same day of dispatch.
- 45.2 If no bidder submits an application pursuant to ITB 48 within a period of ten (10) days of the notice provided under ITB 45.1, prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 45.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 45.4 Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 47 the Purchaser:
- (a) shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 24.4; and

-
- (b) publish a notification of award on the Purchaser's website.
- 45.5 The notifications to all unsuccessful Bidders and the notification posted on the Purchaser's website shall include the following information:
- (a) the Bid and lot numbers;
 - (b) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded; and
 - (c) the date of the award decision.
- 45.6 After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations of the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 46 Signing of Contract
- 46.1 At the same time as notifying the successful Bidder in writing that its Bid has been accepted the Purchaser shall send the successful Bidder the Contract Agreement and the Special Conditions of Contract.
- 46.2 Within fifteen (15) days of receipt of the Contract Agreement the successful Bidder shall sign, date and return it to the Purchaser.
- 46.3 Notwithstanding ITB Sub-Clause 46.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract.
- 47 Performance Security
- 47.1 Within fifteen (15) working days of the receipt of notification of award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC, using for that purpose any of the following security forms:
- (a) unconditional bank guarantee in the form provided for in Section IX, Contract Forms, or another form acceptable to the Purchaser, or
 - (b) banker's certified cheque/cash warrant, or
 - (c) demand draft.
- 47.2 If the Performance Security is provided by the successful Bidder in the form of a demand bank guarantee it shall be issued, at the Bidder's option, by a financial institution located in Bhutan.
- 47.3 Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for

the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as “withdrawal” and all relevant clauses shall apply.

48.Co
mplaint
and
Review

48.1 If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Employer by the provisions of this bidding document, the Bidder shall submit the complaint in writing to the Employer within ten (10) days from the date of letter of intent to award the contract. In the first instance, the Bidder shall submit the complaint to the Employer.

48.2 The Bidder may appeal to the Independent Review Body only if the Procuring Entity has not delivered the decision within the specified time, or the complainant is not satisfied with the decision of the Employer.

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The Purchaser is: <i>[Dzongkhag Administration, Zhemgang]</i>
ITB 1.1	The name, identification number and number of lots within this procurement are: <u>Hardware & RWSS</u>
B. Bidding Documents	
ITB 8.2	For clarification of Bid purposes only, the Purchaser's address is: Attention: <i>[Procurement Officer]</i> Address: <i>[Dzongkhag Administration, Zhemgang], Bhutan</i> Facsimile number: <i>[03-741102](O) 17709163(M)</i>
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: <i>[English]</i>
ITB 12.1 (k)	The Bidder shall submit with its Bid the following additional documents: <i>1. Valid Trade licence</i> <i>2. Valid tax clearance certificate.</i>
ITB 12.1 (j)	The bidders shall submit a signed Integrity Pact: <i>[no]</i>
ITB 15.1	Alternative Bids " <i>shall not be</i> " permitted.
ITB 16.5	The Incoterms edition is: <i>[English]</i>
ITB 16.6 (a) (iii), (b) (ii) and (c) (v)	The final destination (Project Site) is: <i>[Dzongkhag, Dungkhag, Geogs and schools under Zhemgang Dzongkhag as per supply order].</i>
ITB 17.1	The prices quoted by the Bidder [<i>"shall not"</i>] be adjustable. If prices shall be adjustable, the methodology is specified in Section III, Evaluation and Qualification Criteria.
ITB 18.1	The Bidder [<i>"is"</i>] required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in Bhutan.
ITB 21.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is <i>[12 month]</i> .

ITB 22.1 (a)	Manufacturer's authorization [<i>“is not”</i>] required.
ITB 22.1 (b)	After sales maintenance, repair, spare parts stocking and related services [<i>“are”</i>] required, and the Bidder therefore (<i>“is”</i>) required to be represented by a suitably equipped and able agent in Bhutan.
ITB 23.1	The Bid validity period shall be [<i>90</i>] days.
ITB 24.1	The amount and currency of the Bid Security is [<i>lump sum Nu.40, 000</i>] <i>fourty thousand only</i> .
D. Submission and Opening of Bids	
ITB 25.1 and 26.1	In addition to the original of the Bid, the number of copies is: [<i>one</i>].
ITB 26.3 (d)	The name and identification number of the Contract is [<i>Hard ware & RWSS</i>].
ITB 26.3 (e)	The time and date for Bid Opening is [<i>10:30 AM</i>] Bhutan time on <i>19th July 2018</i>
ITB 26.7	Bidders [<i>“shall not”</i>] have the option of submitting their Bids electronically.
ITB 27.1	For Bid submission purposes, the Purchaser's address is: Attention: [<i>Dasho Dzungdag</i>] [<i>Dzongkhag Administration, Zhemgang</i>], Bhutan. The deadline for the submission of Bids is: Date: [<i>19th July 2018</i>] Time: [<i>10:30 AM</i>] Bhutan Standard Time.
ITB 30.1	The Bid Opening shall take place at: Address: [<i>Dzongkhag OLD DT Hall</i>], Bhutan. Date: [<i>19th july 2018</i>] Time: [<i>10:30 AM</i>] Bhutan Standart Time.
E. Evaluation and Comparison of Bids	
ITB 37.1	Bid prices expressed in different currencies shall be converted into Ngultrum (BTN). The source of exchange rates shall be the Royal Monetary Authority of Bhutan. The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB Sub-Clause 30.1.

ITB 38.1	A margin of five percent (5%) Domestic Preference <i>[not]</i> applies.
ITB 39.3 (a)	Evaluation will be done for <i>[Items]</i> <i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i>
ITB 39.3 (e)	<p>The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>[No. If Yes insert the adjustment factor]</i></p> <p>(b) Deviation in payment schedule: <i>[No. If Yes insert the adjustment factor]</i></p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: <i>[No. If Yes, insert the methodology and criteria]</i></p> <p>(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid <i>[No. If Yes, insert the methodology and criteria]</i></p> <p>(e) The projected operating and maintenance costs during the life of the equipment <i>[No. If Yes, insert the methodology and criteria]</i></p> <p>(f) The performance and productivity of the equipment offered: <i>No. If Yes, insert the methodology and criteria]</i></p>
ITB 39.6	Bidders <i>[“shall not”]</i> be allowed to quote separate prices and shall fill up the BOQ forms in original provided by the Dzongkag Administration without using extra forms or sheet. (Bidders are not allowed to edit or insert, didcription, specification, brand in BOQ unless equivalent or higher)
F. Award of Contract	
ITB 44.1	<p>The maximum percentage by which quantities may be increased is <u>/5/</u> %</p> <p>The maximum percentage by which quantities may be decreased is <u>/5/</u> %</p>

Section III. Evaluation and Qualification Criteria

1. Margin of Preference (ITB Clause 38)
2. Evaluation Criteria (ITB Sub-Clause 39.3 (e))
3. Multiple Contracts (ITB Sub-Clause 39.6)
4. Postqualification Requirements (ITB Sub-Clause 41.2)

1. Domestic Preference (ITB 38)

1.1 If the Bidding Data Sheet (BDS) so specifies, the purchaser may grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedure outlined in subsequent paragraphs:

1.2 Bids will be classified in one of the three groups, as follows:

- a) Group A: Bids offering goods manufactured in Bhutan, for which (i) labour, raw materials and components form within the country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- b) Group B: All other bids offering Goods manufactured in Bhutan
- c) Group C: Bids offering Goods manufactured outside Bhutan that have been already imported or that will be imported.

1.3 The price quoted for goods in bids of Group A and B shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of Group C shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid.

1.4 In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.

1.5 If as a result of preceding comparison, the lowest evaluated bid is a bid from Group C, the lowest evaluated bid from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the lowest evaluated price of goods offered in the bid from Group C, for the purpose of this further comparison only, an amount equal to five (5) percent of the CIF or CIP bid price. The lowest evaluated bid determined from this last comparison shall be selected for the award.

2. Evaluation Criteria (ITB 39.3 (e))

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB Sub-Clause 16.6, one or more of the following factors as specified in ITB Sub-Clause 39.3(e) and in the BDS referring to ITB Sub-Clause 39.3(e), using the following criteria and methodologies.

(a) *Delivery Schedule.* (as per Incoterms specified in the BDS)

The Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in

the List of Goods and Delivery Schedule in Section VI. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause ITB 39.3(e), will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the “Earliest Delivery Date” specified in Section VI , List of Goods and Delivery Schedule.

- (b) Deviation in Payment Schedule. *(insert one of the following)*
- (i) *Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid Price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid Price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*
- or**
- (ii) *The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 39.3 (e).*
- (c) Cost of major replacement components, mandatory spare parts, and service. *(insert one of the following)*
- (i) *The list of items and quantities of major assemblies, components and selected spare parts likely to be required during the initial period of operation specified in BDS Sub-Clause ITB 21.3 is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid Price, for evaluation purposes only.*
- or**
- (ii) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in BDS Sub-Clause ITB 21.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid Price, for evaluation purposes only.*
- (d) Availability in Bhutan of spare parts and after sales services for equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause ITB 39.3 (e), if quoted separately, shall be added to the Bid Price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the Bid Price, for evaluation purposes only, if specified in BDS Sub-Clause ITB 39.3 (e). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause ITB 39.3 (e).

- (f) *Performance and productivity of the equipment.* (insert one of the following)

- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the Bid Price, for evaluation purposes, if specified in BDS Sub-Clause ITB 39.3(e). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified in BDS Sub-Clause ITB 39.3 (e).

or

- (ii) An adjustment to take into account the productivity of the Goods offered in the Bid will be added to the Bid Price, for evaluation purposes only, if specified in BDS Sub-Clause ITB 39.3 (e). The adjustment will be evaluated based on the cost per unit of the actual productivity of the Goods offered in the Bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause ITB 39.3 (e).

- (g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method, shall be detailed in BDS Sub-Clause ITB 39.3 (e)]

3. Multiple Contracts (ITB 39.6)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of Bids (one contract per Bid) and meets the postqualification criteria (this Section III, Sub-Section ITB Sub-Clause 41.2, Postqualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub-Clause 16.7.
- (b) take into account:

- (i) the lowest-evaluated Bid for each lot; and
- (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.

4. Postqualification Requirements (ITB 41.2)

After determining the lowest-evaluated Bid in accordance with ITB Sub-Clause 40.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB Clause 41, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s)]*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*

- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement(s): *[list the requirement(s)]***

Section IV. Bidding Forms

Table of Forms

Bidder Information Form.....

Joint Venture, Consortium or Association (JV/C/A) Partner Information Form.....

Bid Submission Sheet.....

Price Schedule Forms.....

Bid Security (Bank Guarantee).....

Integrity Pact

Letter of Intent

Bidder Information Form

Date: [.....]

Bid No.: [School and office Furniture]

1. Bidder's Legal Name
2. In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party: [.....]
3. Bidder's actual or intended Country of Registration: [.....]
4. Bidder's Year of Registration: [.....]
5. Bidder's Legal Address in Country of Registration: [.....]
<p>6. Bidder's Authorized Representative Information</p> <p>Name: [.....]</p> <p>Address: [.....]</p> <p>Telephone/Fax numbers: [.....]</p> <p>E-mail Address: [.....]</p>
<p>7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB Sub-Clause 3.1.</p> <p><input type="checkbox"/> In the case of a JV/C/A, letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with ITB Sub-Clause 22.1 (c) (v).</p> <p><input type="checkbox"/> In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.</p> <p><input type="checkbox"/> Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.</p>

Joint Venture, Consortium or Association (JV/C/A) Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: *[insert date (as day, month and year) of Bid submission]*

Bid No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: [.....]
2. JV/C/A Party's legal name: [.....]
3. JV/C/A Party's Country of Registration: [.....]
4. JV/C/A Party's Year of Registration: [.....]
5. JV/C/A Party's Legal Address in Country of Registration: [.....]
6. JV/C/A Party's Authorized Representative Information Name: [.....] Address: [.....] Telephone/Fax numbers: [.....] E-mail Address: [.....]
7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB Sub-Clause 3.1. <input type="checkbox"/> In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.

Bid Submission Sheet

[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Invitation for Bid No.: Date: [.....]
Alternative No.: [.....]

To: [.....]
[.....]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [.....];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Supply the following Goods and Related Services: [.....];
- (c) The total price of our Bid,
- (d) The discounts offered and the methodology for their application are:
- (e) Our Bid shall be valid for a period of [.....] days from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 27.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 47 and GCC Clause 19 for the due performance of the Contract;

- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz:
.....
- (i) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;
- (k) The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____
[Insert legal capacity of person signing the Bid Submission Sheet]

Name: _____

[Insert complete name of person signing the Bid Submission Sheet]

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ **day of** _____, _____ *[insert date of signing]*

1. Price and Completion Schedule - Related Services

Currencies in accordance with ITB Clause 18						Date: _____
						IFB No: _____
						Alternative No: _____
						Page No: _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Bhutan to convey the Goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>1</i>	<i>As per supply order/ BoQ</i>	<i>nil</i>	<i>As per supply order</i>	<i>As per supply order</i>	<i>[as per order]</i>	<i>[as per supply order]</i>

Name of Bidder [.....] Signature of Bidder [.....]

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

INTEGRITY PACT

1 General:

Whereas (*Dasho Dzongdag*) representing the (*Zhemgang*), Royal Government of Bhutan, hereinafter referred to as the “**Employer**” on one part, and (.....) representing M/s. (.....), hereinafter referred to as the “**Bidder**” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to “**large**” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**⁸ and **contract administration**⁹, with a view to:

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer Commits itself to the following:-

- 4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or

⁸ Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

⁹ Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, unauthorized sub-contracting and contract handing/taking over.

immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :-

- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

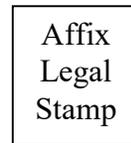
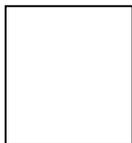
- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.
- 6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

- 7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at (*place*) _____ on (*date*) _____



EMPLOYER

BIDDER/REPRESENTATIVE

CID :

CID :

Witness: _____

Witness: _____

Name:

Name:

CID :

CID :

Letter of Intent
(Letterhead paper of the Employer)

Notes on standard form of letter of Intent

This issuance of Letter of Intent (always before letter of acceptance) is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards the outcome of the procurement process

The Employer shall allow 10 days as described in ITB 33.2 between this letter of intent and letter of acceptance to allow aggrieved bidders to complain the decision if they feel they have treated unfairly.

(Insert date)

To:-----[Name and address of the Supplier]

This is to notify you that, it is our intention to award the contract for your Bid dated-----
-----[Insert date] for execution of the-----
-----[Insert name of the contract and identification number, as given in the BDS/SCC]
for the Contract Price of-----[Insert amount in figure and
words and name of currency] as corrected and modified [if any corrections] in
accordance with the Instructions to Bidders.

Authorized Signature: -----

Name and Title of Signatory:-----

Name of Agency: -----

CC:

[Insert name and address of all other suppliers who submitted the bid]

Section V: Eligible Countries

Eligibility for the Provision of Goods and Related Services in RGoB-financed Procurement

The RGoB permits firms and individuals from all countries to offer Goods and Related Services for RGoB-financed projects. As an exception, firms of a Country, Goods manufactured in a Country or services provided from or by a Country may be excluded if:

- 1.1 as a matter of law or official regulation, the RGoB prohibits commercial relations with that Country; or
- 1.2 by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the RGoB prohibits any import of Goods from that Country or any payments to persons or entities in that Country.

For the information of Bidders, at the present time firms, Goods and Services from the following countries are excluded from this bidding:

- (a) With reference to Paragraph 1.1 above:

[insert list of countries prohibited under the law or official regulations of Bhutan]

- (b) With reference to Paragraph 1.2 above:

[insert list of countries which are barred under UN Security Council Chapter VII]

Part 2-Supply requirements
Section VI: Schedule of Supply

HARDWARE ITEMS			
SI No.	Particulars	Unit	Rate (Nu.)
1	Alluminium Door Handle 3"	Pcs	
2	Alluminium Door Handle 4"	Pcs	
3	Alluminium Door Handle 6"	Pcs	
4	Alluminium laddle 20ft	Pcs	
5	Alluminium laddle 24ft	Pcs	
6	Alluminium laddle 30ft	Pcs	
7	Alluminium Paint silver	Ltr	
8	Alluminium Hook & Eye 4",	Kg	
9	Alluminium Hook & Eye 6",	Kg	
10	Alluminium Sliding Bolt 8"	Pcs	
11	Alluminium Sliding Bolt 10"	Pcs	
12	Alluminium Tower Bolt 4"	Pcs	
13	Alluminium Tower Bolt 6"	Pcs	
14	Alluminium Tower Bolt 8"	Pcs	
15	Alluminium Tower Bolt 3"	Pcs	
16	Animal Glue	Kg	
17	Auger 1/2"	Pcs	
18	3/4"	Pcs	
19	1"	Pcs	
20	1.5"	Pcs	
21	2"	Pcs	
22	Aluminum sheet	mtr	
23	Archalic sheet(plastic glass)		
24	3mm	sq.ft	
25	4mm	sq.ft	
26	Anodized Alumn.Handle 6"(150mm)	Pcs	
27	Bath tub	set	
28	Bath Tub fitting(Heavy)	set	
29	Bath tub fitting(Liht)	set	
30	BB Hammer (1kg)	Pcs	
31	BB Hammer (1/2kg)	Pcs	
32	Bitumen Solution Primer	Ltr	
33	Bhutanese Mud Paint all colour	kg	

34	Brass Door Handle	3"	Pcs	
35	Brass Door Handle	4"	Pcs	
36	Brass Door Handle	4"	Pcs	
37	Brass Door Handle	6"	Pcs	
38	Beaching Powder		Kg	
39	Blower Heater		No	
40	Brass Hook & Eye	4"	Pcs	
41	Brass Hook & Eye	6"	Pcs	
42	Brick 1st class		Pcs	
43	Brick 2nd class		Pcs	
44	Brass Sliding Bolt	10 "	Pcs	
45	Brass Sliding Bolt	8 "	Pcs	
46	Brass Tower Bolt	6"	Pcs	
47	Brass Tower Bolt	5"	Pcs	
48	Brass Tower Bolt	4"	Pcs	
49	Brass Tower Bolt	3"	Pcs	
50	Bitumen Washer		Pkts	
51	Barbed Wire(2ply)		Kg	
52	Bath room Mirror		Pcs	
53	Bath Tube (porcelain)		Pcs	
54	Binding wire		Kg	
55	Bing wire		Kg	
56	Brass hinges			
57	250mm(10")		Pcs	
58	200mm(8")		Pcs	
59	150mm(6")		Pcs	
60	100mm(4")		Pcs	
61	75mm		Pcs	
62	50mm(2")		Pcs	
63	25mm(1")		Pcs	
64	1 1/2"		Pcs	
65	Brass Sliding door bolt			
66	400mm(16")		Pcs	
67	300mm(12")		Pcs	
68	250mm(10")		Pcs	
69	200mm(8")		Pcs	
70	150mm(6")		Pcs	
71	100mm(4")		Pcs	
72	50mm(2")		Pcs	
73	Brass Handle		Pcs	
74	400mm(16")		Pcs	
75	300mm(12")		Pcs	
76	250mm(10")		Pcs	
77	200mm(8")		Pcs	
78	150mm(6")		Pcs	

79	75mm	Pcs	
80	50mm(2")	Pcs	
81	25mm	Pcs	
82	C.P Handle		
83	4"(100mm)	Pcs	
84	5"(125mm)	Pcs	
85	6"(150mm)	Pcs	
86	C.P pillar cock 1/2"	Pcs	
87	CP stop cock	Pcs	
88	1/2"	Pcs	
89	3/4"	Pcs	
90	1"(25mm)	Pcs	
91	C.P Mixer for bath tuf1/2	Set	
92	CP Bibcock 1/2"	Pcs	
93	CP angle cock 1/2"	Pcs	
94	CP Shower 1/2" (ISI brand Head)	Set	
95	CP Bib Cock 1/2"	pcs	
96	CP Lanteen 3/4"	pcs	
97	CP Lanteen 1"	pcs	
98	CP angle valve 1/2"	Pcs	
99	CP bottle Trap jaguar	Pcs	
100	CP brass chain with plug 32 mm	Pcs	
101	CP brass chain with plug 40 mm	Pcs	
102	CP granting plate 42 mm	Pcs	
103	CP mixture tape (ISI Brand)	Set	
104	CP Caupling 32 mm	Pcs	
105	CP Caupling 40 mm	Pcs	
106	CP Caupling 50 mm	Pcs	
107	Claw hammer	Pcs	
108	Chisle(batery 1/2")	Pcs	
109	Chisle (battery 3/4")	Pcs	
110	Chisel 1/2"	Pcs	
111	Chisel 1"	Pcs	
112	Chisel 1.1/2	Pcs	
113	Cistern	Pcs	
114	Coupler 110mm	Pcs	
115	Crowbar 25 mm	Pcs	
116	Crowbar 32 mm	Pcs	
117	Clay Foot rest	Pair	
118	Canves Tarpoline 18x24"	Pcs	
119	Chicken Wire mesh	mtr	
120	Cement Primer 1kg	kg	
121	Cement Primer 5kg	kg	
122	Cement Primer 20kg	kg	
123	C.P Sliding bolt		

124	6"(150mm)	pcs	
125	8"(200mm)	Set	
126	10"(250mm)	Set	
127	12"(300mm)	Set	
128	CP Tower bolt		
129	4"(100mm)	Pcs	
130	5"(125mm)	Pcs	
131	6"(150mm)	Pcs	
132	8"(200mm)	Pcs	
133	Carbondon stone(sharpening stone) 8"	Pcs	
134	Crosscut saw 6"		
135	Clamp Set 6ft	Set	
136	Clamp Set 4ft	Set	
137	29mm dia	Set	
138	32mm dia	Set	
139	25mm dia	Set	
140	C.I Cover with frame 600mm	set	
141	CGI Sheet 24 guage	pcs	
142	10 ft	pcs	
143	9ft	pcs	
144	8ft	pcs	
145	7ft	pcs	
146	6ft	pcs	
147	CGI Sheet 26 guage	pcs	
148	11 ft	pcs	
149	9ft	pcs	
150	8ft	pcs	
151	7ft	pcs	
152	6ft	pcs	
153	CGI Sheet 28guage	pcs	
154	12 ft	pcs	
155	9ft	pcs	
156	8ft	pcs	
157	7ft	pcs	
158	6ft	pcs	
159	Cold twisted bar 12mm	kg	
160	Cutting iron blade for jack planer	Pcs	
161	C.I Manhole with cover 455x610mm	Set	
162	Clamp 6'	no	
163	Clamp 4'	no	
164	Drill bit(wood)	Pcs	
165	Drilling Machine (BOCH)	Pcs	
166	Drill bit set 5mm	Pcs	
167	Door Hydrolic	no	
168	Empty Barrel 200ltr	Pcs	

169	Eye hook 6"(150mm) cp	Pcs	
170	Electrical drill machine set (BOCH)	Set	
171	Fly proof wire mesh	mtr	
172	Foot rest 250x130x30) Indian wc	Pair	
173	Floor trap	Pcs	
174	Frosted glass 5.5mm	Pcs	
175	Fan with Stand (Soundproof) Hatari	Pcs	
176	Felling Axe(China made)	Pcs	
177	Fevicol-1/2kg	kg	
178	Fevicol-1kg	kg	
179	Fevicol-2kg	kg	
180	Fevicol-5kg	kg	
181	Fevicol-101kg	kg	
182	Fibre glass bath tube	Pcs	
183	Fibre glass 3mm	sqft	
184	Fibre glass 4 mm	sqft	
185	Host pipe 1/2"	pcs	
186	Host pipe 1"	pcs	
187	Flexible pipe 1/2"	kg	
188	Flexible pipe 1"	kg	
189	Flushing cistern with fitting 10 ltrs. (Clay porcelain)	set	
190	French polish	tin	
191	Grease	kg	
192	GI Ridging (24 Guage)	pcs	
193	Geyser Venus 50 ltrs.	Pcs	
194	Geyser Venus 100 ltrs	Pcs	
195	Geyser Venus 200 ltrs	Pcs	
196	Geyser Venus 50 ltrs	Pcs	
197	Geyser Venus 25 ltrs	Pcs	
198	Geser Fitting set	set	
199	Geser thermostate venus	pcs	
200	Geser rod 1500 watt venus	pcs	
201	Geser rod 5000 watt venus	pcs	
202	Gyser indicator bulb	Pcs	
203	Generator portable medium(Start petrol disel-run)	no	
204	G.I.Wing wire mtr-8SWG	kg	
205	GI Wire (8 Guage)	kg	
206	GI Bucket 10 ltrs.	Pcs	
207	GI Bucket 15 ltrs	Pcs	
208	GI Bucket 20 ltrs.	Pcs	
209	GI Bucket 5 ltrs.	Pcs	
210	Gumboot (full)	pair	
211	Glass Cutter (good quality)	Pcs	

212	Grass Cutter Machine	Pcs	
213	GI.wire mesh 4mm(8SWG)	mtr	
214	GI.Limpet washer	kg	
215	Glass		
216	3mm	Sq ft	
217	4mm	Sq ft	
218	5mm	Sq ft	
219	6mm	Sq ft	
220	Glass(Black)		
221	3mm	Sq ft	
222	4mm	Sq ft	
223	5mm	Sq ft	
224	6mm	Sq ft	
225	Half round file		
226	100mm(4")	Pcs	
227	150mm(6")	Pcs	
228	200mm(8")	Pcs	
229	250mm(10")	Pcs	
230	300mm(12")	Pcs	
231	Hammer		
232	10kg	Pcs	
233	5kg	Pcs	
234	3kg	Pcs	
235	2kg	Pcs	
236	1kg	Pcs	
237	Hand saw 18"	Pcs	
238	Hand saw 24"	Pcs	
239	Hand saw file 4"	Pcs	
240	Holding down bolt 12" long	kg	
241	Hand shower bath tube	Pcs	
242	Hand level 300mm	Pcs	
243	Hollow Block concrete 390x190x90	Pcs	
244	Hax Saw Frame	Pcs	
245	Hax Saw Blade Single	Pcs	
246	Hax saw Blade Double	Pcs	
247	Head Shower	Pcs	
248	Heating Plate	Pcs	
249	Iron Hinges 2"	Pcs	
250	Iron Hinges 3"	Pcs	
251	Iron Hinges 4"	Pcs	
252	Iron Hinges 5"	Pcs	
253	Iron Hinges 6"	Pcs	
254	Iron Plainer 250 volt Philips	Pcs	
255	Indian type vitreous china W.C Pan	set	
256	Jute Foot Mate Small	Pcs	

257	Jute Foot Mate Middium	Pcs	
258	Jute Foot Mate Big	Pcs	
259	J' Hook	kg	
260	Jack planer blade	Pcs	
261	Jerrycan 10 ltrs	Pcs	
262	Jerrycan 20ltrs	Pcs	
263	Kichen sink(double)	Pcs	
264	Kichen sink (single)	Pcs	
265	Kerosin Heater	Pcs	
266	L.Hooks	kg	
267	Lime brush 6"(150mm)	Pcs	
268	Lime 5kgs	bag	
269	Lime 15kgs	bag	
270	Lime 25kg	bag	
271	Lime 10kg	bag	
272	Led for high level squatting pan	Pcs	
273	Low level Cistern cover (porcelain)	set	
274	Linunium carpet thick	m.sq	
275	Linunium carpet thin	m.sq	
276	MS Manhole cover with frame	Pcs	
277	Matalic Paint-1ltr	ltr	
278	M' Seal 100gm	pkt	
279	Motor Pan big	Pcs	
280	Motor Pan Medium	Pcs	
281	MS Rod 6 mm	kg	
282	MS Rod 8 mm	kg	
283	MS Rod 10 mm	kg	
284	MS Rod 12 mm	kg	
285	MS Rod 16 mm	kg	
286	MS Rod 12 mm	kg	
287	M.S Planer bar	kg	
288	MS Handle		
289	400mm(16")	pcs	
290	300mm(12")	Pcs	
291	250mm(10")	Pcs	
292	200mm(8")	Pcs	
293	150mm(6")	Pcs	
294	100mm(4")	Pcs	
295	75mm	Pcs	
296	50mm(2")	Pcs	
297	25mm	Pcs	
298	MS.Rod(plain)		
299	20mm	kg	
300	16mm	kg	
301	12mm	kg	

302	10mm	kg	
303	8mm	kg	
304	6mm	kg	
305	Metalic vent pipe clamp 9"	Pcs	
306	MS wall plate 5mm	kg	
307	MS Round square bar-12mm	Pcs	
308	M.S Flats 900x125x6mm 6holes	Pcs	
309	M.S Flats 250x100x6mm 2holes	kg	
310	M.S round hold down bolt 400mm	kg	
311	M.S Angle 50x50x6mmx1.05 long	Pcs	
312	M.S straps,flats,sole plate 50mmx6mm	Pcs	
313	Mansion polish 400gm	tin	
314	M.S screen gate	Pcs	
315	MS. Round hold down bolt	kg	
316	Metal stick	kg	
317	Measuring tape 50mtrs(fiber)	Pcs	
318	Measuring tape 30mtrs(fiber)	Pcs	
319	Measuring tape 15mtrs(fiber)	Pcs	
320	Measuring tape 3mtrs(fiber)	Pcs	
321	Measuring tape 5mtrs(fiber)	Pcs	
322	Measuring tape.with sprit lenel	Pcs	
323	Measuring tape 100mtrs(fiber)	Pcs	
324	Measuring tape 200mtrs(fiber)	Pcs	
325	Measuring tape 50mtrs(steel)	Pcs	
326	Measuring tape 30mtrs(steel)	Pcs	
327	Measuring tape 15mtrs(steel)	Pcs	
328	Measuring tape 5mtrs(steel)	Pcs	
329	Nut&bolt allsezes	kg	
330	Nylon rope	kg	
331	Paint brush		
332	6"(150mm)	Pcs	
333	4"(100mm)	Pcs	
334	3"(80mm)	Pcs	
335	2"(50mm)	Pcs	
336	1"/1/2	Pcs	
337	1"(25mm)	Pcs	
338	1/2"	Pcs	
339	PGI sheet-allsize	pcs	
340	Pick axe	Pcs	
341	Pink Primer(Synthetic led premer)		
342	20ltrs capacity	drum	
343	5 ltrs	tin	
344	1 ltrs	tin	
345	Plastic sheet(Black)(Polythine)	kg	
346	Plumbob	Pcs	

347	Pipe level(PVC)	roll	
348	Ply wood(Commercial)		
349	2mm	pcs	Pcs
350	4mm	Pcs	
351	6mm	Pcs	
352	8mm	Pcs	
353	12mm	Pcs	
354	18mm	Pcs	
355	Poly bag-tube(white)	kg	
356	Poly pot(black) big	kg	
357	Poly pot (black) small	kg	
358	PVC flixible-allsize	kg	
359	PVC Waste-32mm	pcs	
360	PVC pipe for cisternbothsided socketed	pcs	
361	PVC coupier 100mm dia	pcs	
362	PVC Plain Bend 110mm dia	pcs	
363	PVC pipe 75mm dia 3mtrs long	pcs	
364	PVC pipe 110mm dia 3 mtrs long	pcs	
365	PVC pipe 100mm d1a 6' long	pcs	
366	PVC pipe 15mm d1a 6' long	Pcs	
367	PVC elbow (90 degree)	pcs	
368	PVC elbow (45 degree)	pcs	
369	PVC Soil waste vent pipe 110mm 6' long	pcs	
370	PVC Cawal for gas Pipe 110mm dia	pcs	
371	PVC Socket 110mm	pcs	
372	PVC Soil wast pipe 75mm 6' long	pcs	
373	PVC connector 110mm	pcs	
374	PVC connector 75mm	pcs	
375	PVC pipe coupier 110mm	pcs	
376	Post plate	kg	
377	Purlin	kg	
378	Pencil brush(Painting brush 0"	Pcs	
379	Pinel Pin 1/2"	pkts	
380	Pinel Pin 1"	pkts	
381	PGI Sheet 3', 4'	pcs	
382	PVC Cistern set (hindusthan)	pcs	
383	PVC Door Bend 2"	pcs	
384	PVC Door Bend 3"	pcs	
385	PVC Door Bend 4"	pcs	
386	PVC Door Bend 5"	pcs	
387	PVC Tee 2"	pcs	
388	PVC Tee 3"	pcs	
389	PVC Tee 4"	pcs	
390	PVC Tee 5"	pcs	
391	PVC Trap 3"	pcs	

392	PVC Trap 4"	Pcs	
393	PVC Trap 5"	Pcs	
394	PVC Connection Pipe 1/2"	Pcs	
395	Plastic Tarpoline 18"x24"(Silpoline)	pcs	
396	Plastic Tarpoline 18"x24"(pestring)	pcs	
397	Plastic Tarpoline 18"x24"(check)	Pcs	
398	Puty	kg	
399	Plastic Paint 1 Ltr	tin	
400	Plastic Paint 5 Ltr	tin	
401	Plastic Paint 20 Ltr	tin	
402	Plastic bucket 5 ltrs	Pcs	
403	Plastic bucket 10 ltrs	Pcs	
404	Plastic bucket 20 ltrs	Pcs	
405	Plastic bucket 50 ltrs	Pcs	
406	Prunning scissor	Pcs	
407	Pruning Saw	Pcs	
408	Roofing Screw 3"	kg	
409	Roofing Screw 4"	kg	
410	Red oxide premir 1ltrs capacity	tin	
411	Red oxide premir 5ltr capacity	tin	
412	Red oxide premir 20ltrs capacity	tin	
413	Red coptic paint 20 ltrs capacity drum	tin	
414	Red coptic paint 5ltr	tin	
415	Red coptic paint 1ltr	tin	
416	Silver paint	ltr	
417	Thinner 1ltr	btl	
418	Thinner 5ltr	jar	
419	Steel soap dish	pcs	
420	Spalling hammer	pcs	
421	Screw driver (tparia)	set	
422	Sprite level 6" 8" 10"	pcs	
423	Steel Door Handle 2"	pcs	
424	Steel Door Handle 4"	pcs	
425	Steel Door Handle 6"	pcs	
426	Steel Sliding Bolt 8"	pcs	
427	Steel Sliding Bolt 10"	pcs	
428	Stone Chisel 25 mm	pcs	
429	Stone Chisel 32 mm	pcs	
430	Steel Pipe for Geyser	pcs	
431	Safety Gloves	pair	
432	Steel Tower Bolt 4"	pair	
433	Steel Tower Bolt 6"	pair	
434	Steel Tower Bolt 8"	Pcs	
435	Steel Tower Bolt 10"	Pcs	
436	Synthatic enamel Paint 1ltr	tin	

437	Synthatic enamel Paint 5ltr	tin	
438	Synthatic enamel Paint 20ltr	tin	
439	Side cutting plier	Pcs	
440	Shovel Flat Nose	Pcs	
441	Shovel Round Nose	Pcs	
442	Spade	Pcs	
443	Sickle	Pcs	
444	Sand Paper 50,60,80,100,120	Pcs	
445	Steel Bucket 10 ltrs.	Pcs	
446	Steel Bucket 15 ltrs	Pcs	
447	Steel Bucket 20 ltrs.	Pcs	
448	Sintex-200ltrs	Pcs	
449	Sintex-250ltrs	Pcs	
450	Sintex-500ltrs	Pcs	
451	Sintex-1000trs	Pcs	
452	Sintex-2000ltrs	Pcs	
453	Sintex-5000ltrs	Pcs	
454	Synthetic enamel paint-1ltr	tin	
455	Synthetic enamel paint-5ltr	tin	
456	Synthetic enamel paint-20ltr	tin	
457	Thinner	ltr	
458	Safety boot	Pair	
459	Wall tiles	Pkt.	
460	Tiles 150x150 mm (white)	pkt	
461	Tiles 150x150 mm (Colour)	pkt	
462	Tiles 100x100 mm (colour)	pkt	
463	Tiles 100x100 mm (white)	pkt	
464	Tiles 150x150mm (colour)	pkt	
465	Tiles 300x300 (white) (300X200 wall)	pkt	
466	Tiles 300x300 (white)	pkt	
467	Floor tiles		
468	Tiles 150x150 mm (white)	pkt	
469	Tiles 450x150 mm (Colour)		
470	Tiles 100x100 mm (colour)	pkt	
471	Tiles 100x100 mm (white)	pkt	
472	Tiles 150x150mm (colour)	pkt	
473	Tiles 300x300 (white)	pkt	
474	Tiles 300x300 (white)	pkt	
475	Towel hanger-brass	Pcs	
476	Coat hanger, aluminium	dozen	
477	Coat hanger, brass	dozen	
478	Trangular file	pcs	
479	6"(150mm)	pcs	
480	4"(100mm)	pcs	
481	Tap with bracket	set	

482	Toilet paper holder	Pcs	
483	Table Fan (Soundproof) Hartari	Pcs	
484	Tin Cutter 10"&18"	Pcs	
485	Thermo Charam Chalk	Pcs	
486	Taflon cover	Pcs	
487	U' Nail	kg	
488	vitreous china cistern-low level with acces	set	
489	Vent pipe clamp(PVC)	Pcs	
490	Vacuum Cleaner Big(Heavy Duty)	Pcs	
491	Weeding Hoe	pcs	
492	Water Can 10 ltrs(Plastic)	Pcs	
493	Water Can 5trs(Plastic)	Pcs	
494	White Putty	kg	
495	W.C. Pan (European Type) with cover	set	
496	W.C. Pan (Indian type) with foot rest & syphon	set	
497	W.C syphon	Pcs	
498	Wall Exhaust fan bajaj	Pcs	
499	Washable Distemper-5kg (all Colour)	bucket	
500	Washable Distemper-20kg (all Colour)	bucket	
288	Wash Basin 630x450mm	Pcs	
289	Wash Basin 550x400mm	Pcs	
290	Weighing Balance (spring up to 50 kgs)	Pcs	
291	Welded wire mesh	sq.ft	
292	Wire mesh 2 mm	sq.ft	
293	Wire nail 1"	kg	
294	Wire nail 2"	kg	
295	wire nail 3"	kg	
296	Wire nail 4"	kg	
297	Wire Nail 5"	kg	
298	Wire Nail 6"	kg	
299	Wire Brush	Pcs	
300	Water filter(20ltr Imported)	Pcs	
301	Wood screw		
302	12mm	pkt	
303	20mm	pkt	
304	25mm	pkt	
305	35mm	pkt	
306	50mm	pkt	
307	White cement JK-50kg bag	bag	
308	White primer	ltr	
309	Wire mesh double knotted 4x4	Mtr	
310	Warrington hammer	pcs	
311	Camp Cot (1.83.x0.91m)	Pcs	
312	Camp Table(Folding type)	Pcs	
313	Camp Chair(Folding Type)	Pcs	

314	Tarpulin(Silpolin 90 GSM) 6x8 Size A-8	Pcs	
315	Plastic Sheet (1m width)	Mtr	
316	Petromax with spare(Efar)	Pcs	
317	Lantern(Haricane)	Pcs	
318	Tarpulin(Check 90GSM)6x8	Pcs	
319	Safety Helmet	Pcs	
320	GI Sieves 2x3mmx24SWG 4' wide	Mtr	
321	GI Sieves 2x2mmx26SWG 4' wide	Mtr	
322	PP Rope dia 12mm(100mtr)	Kg	
323	PP Rope dia 16mm(100mtr)	Kg	
324	PP Rope dia 25mm(100mtr)	Kg	
325	Coir String(fresh& Good quality)	Kg	
326	Safety Belt	Pcs	
327	Gum boot(Various Size)	Pair	
328	Overall,Virious sizes(Khakhi)	Pcs	
329	Hand Gloves (Leather)	Pair	
330	Hand Gloves (coth with ruber)	Pair	
331	Pionjar 120 rock drilling Machine	No	
332	Rope Pulling Machine(Maxpuller)		
333	1)1.60MT Pulling Capacity	No	
334	2)2.60 MT Pulling Capacity	No	
335	3)3.20 MT Pulling Capacity	No	
336	4)5.20 MT Pulling Capacity	Pcs	
337	5)8.00 MT Pulling Capacity	Pcs	
338	6)10.00 MT Pulling Capacity		
339	Drill rods 32 mm dia i)1.5ft long	Pcs	
340	ii)3.0ft long	Pcs	
341	iii)5.0ft long	Pcs	
342	iV)8.0ft long	Pcs	
343	GI Double note Chain link mesh		
344	a)4mm(8SWGx100mm)	sq.ft	
345	b)4mm(85SWGx150mm)	sq.ft	
346	c)2.5mm(125SWGx100mm)	sq.ft	
347	d)2.5mm(125SWGx150)	sq.ft	
348	GI Chain link mesh		
349	a)4mm(8SWGx50mm)	sq.ft	
350	b)4mm(85SWGx75mm)	sq.ft	
351	c)4mm(85SWGx100mm)	sq.ft	
352	d)2.5mm(12SWGx50)	sq.ft	
353	e)2.5mm(8SWGx75)	sq.ft	
354	f)2.5mm(8SWGx100)	sq.ft	
355	RCC Hume Pipe with Collar (NP2)		
356	1)300mm dia with collar width 150mm	Pcs	
357	2)400mm dia with collar width 200mm	Pcs	
358	3)600mm dia with collar width 200mm	Pcs	

359	4)900mm dia with collar width 200mm	Pcs	
360	5)1200mm dia with collar width 200mm	Pcs	
361	RCC Hume Pipe with Collar (NP3)		
362	1)300mm dia with collar width 150mm		
363	2)400mm dia with collar width 200mm		
364	3)600mm dia with collar width 200mm		
365	4)900mm dia with collar width 200mm		
366	5)1200mm dia with collar width 200mm		
367	Paint thumbs Up	pkt	
368	Paint pink primer-1ltr	tin	
369	Paint pink primer-5ltr	tin	
370	Paint pink primer-20ltr	tin	
371	Metalic paint	ltr	
372	Paint corrugel-coptic-1ltr	tin	
373	Paint corrugel-coptic-5ltr	tin	
374	Paint corrugel-coptic-20ltr	tin	
375	Plastic paint-1ltr	ltr	
376	Gold paint(Bangkok/japan)	Pcs	
377	Golden Paint-1ltr	tin	
378	Golden Paint-5ltr	tin	
379	Golden Paint-10ltr	tin	
380	Spirt best OD	Pcs	
381	Rubber grass mate	mtr	
382	Mension polish	Pcs	
383	Touch wood ploish-1ltr	tin	
384	Touch wood ploish-5ltr	tin	
385	Melaman polish	tin	
386	Polithine tube	Pcs	
387	Iron sand red paper	Pcs	
388	Plastic sheet thick	Mtr	
389	Plastic sheet thin	mtr	
390	W.C Pan Eropan type cover (White)	Pcs	
391	W.C Pan Eropan type cover (Colour)	Pcs	
392	W.C Pan Indian type cover (White)	Pcs	
393	W.C Pan Indian type cover (Colour)	Pcs	
394	Rubber gloves	pair	
395	GI wire (8 guage)	kg	
396	PVC Gutter 8"	Pcs	
397	PVC Gutter 10"	Pcs	
398	Tin Gutter 8"	Pcs	
399	Tin Gutter 6"	Pcs	
400	Clamp for Gutter for both PVC & Tin	Pcs	
401	Lock for Gutter for both PVC & Tin	Pcs	
402	Rubber for Gutter for both PVC & Tin	Pcs	
403	Knife (Patang with cover)	no	

404	Bulk water meter 4"	no	
405	Bulk water meter 3"	no	
406	Bulk water meter 2"	no	
407	Plumber tool box	set	
408	Planner machine (Boch) GHO-10-82	Pc	
409	Planner machine (Boch) GHO-26-82	Pc	
410	Power chain(SITHEL) 372Xxp	Pc	
411	Power chain(SITHEL)	Pc	
412	Drill machine(Boch) GBH-2-26DRE	Pc	
413	Drill machine(Boch) GB2-22E	pc	
414	Rod cutter machine heavy durt(Boch)	Pc	
415	Grinding/sharpening machine	Pc	
416	Vibrator with 4mtr nossial	Pc	
417	Vibrator with 6mtr nossial	Pc	
418	Mixture machine 5./7	Pc	
419	Mixture machine 7./10	Pc	
420	Mixture machine 10./7	Pc	
421	Generator portable medium(Start petrol disel-run) Honda	Pc	
422	Rock/concrete cutter machine heavy duty	Pc	

RWSS ITEMS

#	Particulars	Unit	Rate (Nu.)
1	Air realease valve 2"x½"	Pcs	
2	1½"x½"	Pcs	
3	1"x½"	Pcs	
4	¾"x½"	Pcs	
5	Air realease valve 65mm	Pcs	
6	Adjustable wrench		
7	300mm long	Pcs	
8	250mm long	Pcs	
9	450 mm long	Pcs	
10	BB Hammer (1kg)	Pcs	
11	BB Hammer (1/2kg)	Pcs	

12	Brss Bib cock 1/2"	Pcs	
13	Brss Bib cock 1/2" heavy	Pcs	
14	Brass Float Valve with copper ball brass handle		
15	3/4"	Set	
16	1"	Set	
17	2"	Set	
18	1½"	Set	
19	½"		
20	Ball Cock Rod	Pcs	
21	Barbed wire 2ply	Kg	
22	Binding wire	Kg	
23	U' nail	Kg	
24	Brass Stop Cock 1/2"	Pcs	
25	Brass Stop Cock 3/4"	Pcs	
26	Brass Gate Valve 1/2"	Pcs	
27	Brass Gate Valve 3/4"	Pcs	
28	Brass Gate Valve 1"	Pcs	
29	Brass Gate Valve 1½"	each	
30	Brass Gate Valve 2"	each	
31	Brass Gate Valve 3"	each	
32	Brass Gate Valve 4"	each	
33	Brass Globe Valve 1/2"	each	
34	Brass Globe Valve 1"	each	
35	Brass Globe Valve 1½"	each	
36	Brass Union 63mm x 2"	Pcs	

37	Brass Union 50mm x 2"		
38	Brass union 40x1½"		
39	Brass Union 32mm x 1"		
40	Brass Union 20mm x 1/2"		
41	Brass non Returning Valve 1/2'	Pcs	
42	Brass non returning Valve 1"	Pcs	
43	Brass Non returning Valve 3/4"	Pcs	
44	Brass non Returning Valve 1 1/2"	Pcs	
45	Brass non Returning Valve 2"	Pcs	
46	Brass non returning valve 3"	Pcs	
47	Brass non returning valve 4"	Pcs	
48	Binding wire	Kg	
50	Bice(Chain Bice)	Pcs	
51	Bice(Bench Bice)	Pcs	
52	C.P pillar cock 1/2"	Pcs	
53	CP stop cock	Pcs	
54	1/2"	Pcs	
55	3/4"	Pcs	
56	1"(25mm)	Pcs	
57	C.P Mixer for bath tuf1/2	Set	
58	CP Bibcock 1/2"	Pcs	
59	CP angle cock 1/2"	Pcs	
60	CP Shower 1/2" (ISI brand Head)	Set	
61	CP Bib Cock 1/2"	pcs	
62	CP Lanteen 3/4"	pcs	

63	CP Lanteen 1"	pcs	
64	CP angle valve 1/2"	Pcs	
65	CP bottle Trap jaguar	Pcs	
66	CP brass chain with plug 32 mm	Pcs	
67	CP brass chain with plug 40 mm	Pcs	
68	CP granting plate 42 mm	Pcs	
69	CP mixture tape (ISI Brand)	Set	
70	CP Caupling 32 mm	Pcs	
71	CP Caupling 40 mm	Pcs	
72	CP Caupling 50 mm	Pcs	
73	CI Plain Bend 2"	Pcs	
74	Crowbar 26 mm	Pcs	
75	Crowbar 32 mm	Pcs	
76	Coconut rope	bunch	
77	Chicken Wire mesh	mtr	
78	Cold twisted bar 12mm	kg	
79	Cutting iron blade for jack planer	Pcs	
80	CIP Trap 100mm dia	Pcs	
81	CP Cock and spouts	Pcs	
82	Die 1/2" set (Ratchet)	Set	
83	Die 1" set (Ratchet)	Set	
84	Die 3" set (Ratchet)	Set	
85	Die 4" set (Ratchet)	Set	
86	Dit set 1 1/2" (Ratchet)	Set	
87	Die set 2 1/2" (Ratchet)	Set	

88	Die bit 1/2" (Ratchet)	Set	
89	Dit bit 3/4" (Ratchet)	Set	
90	Die bit 1" (Ratchet)	Set	
91	Die bit 2" (Ratchet)	Set	
92	Die bit 2.1/2 (Ratchet)	Set	
93	Die bit 3" (Ratchet)	Set	
94	Die bit 4" (Ratchet)	Set	
95	GI Bend 4" x 30	each	
96	GI Bend 4" x 45	each	
97	GI Bend 3" x 45	each	
98	GI Bend 3" x 30	each	
100	GI Bend 2" x 45	each	
101	GI Bend 2" x 30	each	
102	GI Bend 2" x 90	each	
103	GI Bend 1 1/2" x 30	each	
104	GI Bend 1 1/2" x 45	each	
105	GI Bend 3" x 90	each	
106	GI Bend 1 1/2" x 90	each	
107	G.I Elbow		
108	1/2"	Pcs	
109	3/4"	Pcs	
110	1"	Pcs	
111	1 1/2"	Pcs	
112	2"	Pcs	
113	1 1/4"	Pcs	

114	2 1/2"	Pcs	
115	3"	Pcs	
116	4"	pcs	
117	GI Equal tee 1/2"	pcs	
118	GI Equal tee 3/4"	Pcs	
119	GI Equal tee 1"	Pcs	
120	GI Equal tee 1 1/2"	Pcs	
121	GI Equal Tee 2"	Pcs	
122	GI Equal Tee 3"	Pcs	
123	GI Equal Tee 4"	Pcs	
124	G.I Un-Equal tee 4"x4"x3/4"	Pcs	
125	G.I Un-Equal tee 4"x4"x1/2"	Pcs	
126	G.I Un-Equal tee 3"x3"x3/4"	Pcs	
127	G.I Un-Equal tee 3"x3"x1/2"	Pcs	
128	G.I Un-Equal tee 2"x2"x3/4"	Pcs	
129	G.I Un-Equal tee 2"x2"x1/2"	Pcs	
130	G.I Un-Equal tee 1 1/2x1 1/2x3/4"	Pcs	
131	G.I Un-Equal tee 1 1/2x1 1/2x1/2"	Pcs	
132	G.I Un-Equal tee 1"x1"x3/4"	Pcs	
133	G.I Un-Equal tee 1"x1"x1/2"	Pcs	
134	GI Nipple 1/2"	Pcs	
135	GI Nipple 1"	Pcs	
136	GI Nipple 3/4"	Pcs	
137	GI Nipple 1 1/2"	Pcs	
138	GI Nipple 2"	Pcs	

139	GI Nipple 3"	Pcs	
140	GI Nipple 4"	Pcs	
141	GI Union 1/2"	Pcs	
142	GI Union 1"	Pcs	
143	GI Union 3/4"	Pcs	
144	GI Union 1 1/2"	Pcs	
145	GI Union 2"	Pcs	
146	GI Union 3"	Pcs	
147	GI Union 4"	Pcs	
148	GI Socket 1/2"	Pcs	
150	GI Socket 3/4"	Pcs	
151	GI Socket 1"	Pcs	
152	GI Socket 1 1/2"	Pcs	
153	GI Socket 2"	Pcs	
154	GI socket 3"	Pcs	
155	GI Socket 4"	Pcs	
156	GI Plug 1/2"	Pcs	
157	GI Plug 3/4"	Pcs	
158	GI Plug 1"	Pcs	
159	GI Plug 1 1/2"	Pcs	
160	GI Plug 2"	Pcs	
161	GI Plug 3"	Pcs	
162	GI Plug 4"	Pcs	
163	GI Reducer 50x 40 mm	Pcs	
164	GI Reducer 40x 32 mm	Pcs	

165	GI reducer 32x 25 mm	Pcs	
166	GI Reducer 25x20 mm	Pcs	
167	GI Reducer 50x 20 mm	Pcs	
168	GI Reducer 40 x 20 mm	Pcs	
169	GI Reducer 32x 20 mm	Pcs	
170	G.I.Wing wire mtr-8SWG	kg	
171	GI Hexagonal Nipple1/2"	Pcs	
172	Gauging trowel	Pcs	
173	GI pipe 4" (Medium duty)	Mtr	
174	GI Pipe 3" (Medium duty)	Mtr	
175	GI Pipe 2" (Medium duty)	Mtr	
176	GI Pipe 1 1/2" (Medium duty)	Mtr	
177	GI Pipe 1" (Medium duty)	Mtr	
178	GI Pipe 1/2" (Medium duty)	Mtr	
179	GI Pipe 3/4" (Medium duty)	Mtr	
180	GI Pipe 1.1/4 (Medium duty)	Mtr	
181	GI Pipe 2.1/2" (Medium duty)	Mtr	
182	GI flange Set 110x4"	each	
183	GI Flange Set 90mmx3"	each	
184	GI flange Set 63mmx2"	each	
185	GI flange Set 50mmx1 1/2"	each	
186	GI threaded singlr flenge 2"	each	
187	GI Wire (8 Guage)	kg	
188	Glove valve(brass) heavy duty		
189	1/2"	Pcs	

190	3/4"	Pcs	
191	1"(25mm)	Pcs	
192	1 1/2"2"(50mm)	Pcs	
193	3"(80mm)	Pcs	
194	Hammer		
195	10kg	Pcs	
196	5kg	Pcs	
197	4.5kg	Pcs	
198	3.5kg	Pcs	
200	3kg	Pcs	
201	2.5kg	Pcs	
202	2kg	Pcs	
203	1.5kg	Pcs	
204	1kg	Pcs	
205	1/2kg	Pcs	
206	Heating Plate 5"	Pcs	
207	MS Manhole cover with frame	Pcs	
208	Mason Trawel 2x4"	Pcs	
209	Mason Trawel 4x8"	pcs	
210	Motor Pan big	Pcs	
211	Motor Pan Medium	Pcs	

1. List of Goods
.....
2. Technical
specification.....
3. Delivery schedule.....;
4. List of related service and completion
schedule.....
5. Inspection and
tests.....

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>1</i>	<i>Supply of Hardware & RWSS item</i>	<i>[as per supply order]</i>	<i>As per supply order]</i>	<i>Dzongkhag Administration, Dungkhag Administration, Gewog Adm., schools and Hospitals of Zhemgang Dzongkhag</i>	<i>Within 45 day from placing of supply/work order and L.D after given days.</i>

1. If applicable

3. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS taking into account that:

- *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation and comparison of the Bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the Goods be new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the Contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements may provide a sound basis for drafting the TS.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials and equipment commonly used in manufacturing similar kinds of Goods.*
- *Standards for equipment, materials and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or equivalent or higher.” When other particular standards or codes of practice are referred to in the TS a statement should follow to the effect that other authoritative standards that ensure at least a substantially equal quality will also be acceptable.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
 - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
 - (b) *Detailed tests required (type and number).*
 - (c) *Other additional work and/or Related Services required to achieve full delivery/completion.*
 - (d) *Detailed activities to be performed by the Supplier, and participation of the Purchaser therein.*
 - (e) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc*

bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect of the corresponding acceptable or guaranteed values.

When the Purchaser requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

“Summary of Technical Specifications. *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>
<i>1</i>	<i>Supply of school and office furniture</i>	<i>[attached]</i>

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

4. Drawings

5. Inspections and Tests

The following inspections and tests shall be performed: *[by the committee]*

PART 3 - CONTRACT
Section VII. General Conditions of Contract

Table of Clauses

1. Definitions.....

2. Contract Documents.....

3. Fraud and Corruption.....

4 Interpretation

5 Language.....

6 Joint Venture, Consortium or Association

7 Eligibility.....

8 Notices.....

9 Governing Law

10 Settlement of Disputes

11 Inspections and Audit.....

12 Scope of Supplies

13 Delivery and Documents

14 Supplier’s Responsibilities

15 Purchaser’s Responsibilities

16 Contract Price.....

17 Terms of Payment

18 Taxes and Duties.....

19 Performance Security.....

20 Copyright.....

21 Confidential Information

22 Subcontracting.....

23 Specifications and Standards

24 Packing and Documents

25 Insurance.....

26 Transportation.....

27 Inspections and Tests

28 Liquidated Damages

29 Warranty.....

30 Patent Indemnity.....

31 Limitation of Liability.....

32 Change in Laws and Regulations

3 Force Majeure.....

34 Change Orders and Contract Amendments

35 Extensions of Time.....

36 Termination.....

37 Assignment

**38 Export
Restriction.....**

Section VII. General Conditions of Contract

1. Definitions
- 1.1 The following words and expressions shall have the meanings hereby assigned to them
- (a) **Award of Contract** means the decision of the Purchaser to enter into a Contract with the Supplier for supply and delivery of the specified Goods, including any Related Services.
 - (b) **Bid** means an offer to supply Goods, including any Related Services, made in accordance with the terms and conditions set out in the Bidding Documents that preceded the placement of the Contract of which these GCC form a part. The term “tender” is synonymous with the term “Bid”.
 - (c) **Bidder** means an eligible individual or legal entity that participated in the bidding process governed by the Bidding Documents that preceded the placement of the Contract of which these GCC form a part.
 - (d) **Bidding Documents** means the set of Bidding Documents that preceded the placement of the Contract of which these GCC form a part, which were sold or issued by the Purchaser to potential Bidders, and in which the specifications, terms and conditions of the proposed procurement were prescribed.
 - (e) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.
 - (f) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
 - (g) **Day** means calendar day.
 - (h) **Delivery** means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract Documents.
 - (i) **GCC** means the General Conditions of Contract.
 - (j) **Goods** means all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, that the Supplier is required to supply to the Purchaser under the Contract.
 - (k) The **Project Site**, where applicable, means the place named in the SCC.

- (l) **Purchaser** means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (m) **Related Services** means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract
- (n) **SCC** means the Special Conditions of Contract.
- (o) **Subcontractor** means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (p) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

- 2. Contract Documents
 - 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Fraud and Corruption
 - 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then the Purchaser may, after giving fourteen (14) days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of GCC Clause 36 shall apply as if such termination has been made under GCC Sub-Clause 36.1.
 - 3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.
 - 3.3 For the purposes of this Sub-Clause:
 - (a) "corrupt practice"¹⁰ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value¹¹ to influence improperly the actions of another party;

¹⁰ "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes staff and employees of other organizations (including any institutions providing finance for the Goods) taking or reviewing procurement decisions.

¹¹ "anything of value" includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or

- (b) “fraudulent practice”¹² is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (c) “collusive practice”¹³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (d) “coercive practice”¹⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (e) “obstructive practice” is
 - (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (ii) acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC Clause 11.

3.4 Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

4 Interpretation **4.1 If the context so requires it, singular means plural and vice versa.**

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract or otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIF, CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of

from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

¹² a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

¹³ “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attempting to establish bid prices at artificial, non competitive levels.

¹⁴ a “party” refers to a participant in the procurement process or contract execution.

Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

(a) Subject to GCC Sub-Clause 4.5 (b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5 Language

5.1 The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6 Joint Venture, Consortium or

6.1 If the Supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party

- Association **to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Purchaser.**
- 7 Eligibility 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured or processed; or through manufacture, processing or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8 Notices 8.1 **Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form, including electronic communication, with proof of receipt.**
- 8.2 **A notice shall be effective when delivered or on the notice’s effective date, whichever is later.**
- 9 Governing Law 9.1 **The Contract shall be governed by and interpreted in accordance with the laws of Bhutan.**
- 10 Settlement of Disputes 10.1 **The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.**
- 10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11 Inspections 11.1 The Supplier shall permit the Purchaser and/or persons appointed by the

- and Audit
- Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if so required by the Purchaser. The Supplier's attention is drawn to GCC Clause 3, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ITB Sub-Clause 2.1 (c) of the Instructions to Bidders that preceded the placement of the Contract of which these GCC form a part).
- 12 Scope of Supplies
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.**
- 12.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery of the Goods and Completion of the Related Services as if such items were expressly mentioned in the Contract.**
- 13 Delivery and Documents
- 13.1 Subject to GCC Sub-Clause 34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.**
- 14 Supplier's Responsibilities
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC Clause 12, and the delivery and completion requirements as per GCC Clause 13.**
- 15 Purchaser's Responsibilities
- 15.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese public authorities, the Purchaser shall, if so required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs.**
- 16 Contract Price
- 16.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.**
- 16.2 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.**
- 17 Terms of Payment
- 17.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.**

- 17.2** The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all the obligations stipulated in the Contract.
- 17.3** Payments shall be made promptly by the Purchaser, no later than thirty (30) days after the submission of verified invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 17.4** The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.
- 17.5** In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 18 Taxes and Duties
- 18.1** For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, licence fees and other similar levies imposed outside Bhutan.
- 18.2** For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, licence fees and other similar levies incurred until delivery of the contracted Goods to the Purchaser.
- 18.3** If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bhutan the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 19 Performance Security
- 19.1** The Supplier shall, within fifteen (15) working days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.
- 19.2** The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 19.3** The Performance Security shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, and shall be in one of the forms stipulated by the Purchaser in the SCC.
- 19.4** The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC,.

- 20 Copyright **20.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.**
- 21 Confidential Information 21.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information as it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its/their work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 21.
- 21.2 The Purchaser shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement or other work and services required for the performance of the Contract.
- 21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier needs to share with the RGoB or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

- 21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.
- 22 Subcontracting
- 22.1 **The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier of any of its obligations, duties, responsibilities or liabilities under the Contract.**
- 22.2 **Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.**
- 23 Specifications and Standards
- 23.1 **Technical Specifications and Drawings:**
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) **Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 34.**
- 24 Packing and Documents
- 24.1 **The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.**

- 24.2** The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
- 25 Insurance **25.1** Unless otherwise specified in the SCC the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 26 Transportation **26.1** Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 27 Inspections and Tests **27.1** At its own expense and at no cost to the Purchaser the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 27.2** The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 27.3** The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 27.4** Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 27.5** The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 27.6** The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 27.7** The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 27.4.
- 27.8** The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Supplier from any warranties or other obligations under the Contract.

28 Li **28.1** Except as provided for under GCC Clause 33, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 36.

liquidated
Damages

29 W **29.1** The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

29.2 Subject to GCC Sub-Clause 23.1 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.

29.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

29.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts

warranty

thereof, at no cost to the Purchaser.

29.7 If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

30 Pat
ent Indemnity

30.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in Bhutan; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

30.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 30.1, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

30.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

30.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

30.6 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses,

which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Purchaser.

- 31 Li **31.1 Except in cases of gross negligence or willful misconduct:**
- mitigation of
Liability
- (a) neither party shall be liable to the other party, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
- 32 Ch **32.1 Unless otherwise specified in the Contract if, after the date thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/Completion Schedule and/or the Contract Price, then such Delivery/Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Sub-Clause 16.2.**
- change in Laws
and
Regulations
- 33 Force **33.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.**
- Majeure
- 33.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.**
- 33.3 If a Force Majeure situation arises, the Supplier shall promptly notify the**

Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

34 Change
Orders and
Contract
Amendments

34.1 The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 8 to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

34.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

34.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment by the parties.

35 Ex
tensions of
Time

35.1 If at any time during performance of the Contract the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

35.2 Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 35.1.

36 Termination

36.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Sub-Clause 35.1; or
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 36.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

36.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

36.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) **to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.**
37. As signment 37.1 **Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.**
38. Export Restriction 38.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 36.3.

Section VIII. Special Conditions of Contract	
The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.	
1.1 (k)	The Project Site(s)/Final Destination(s) is/are; <i>[Dzongkhag Store, Schools, Gwogs, Dungkhag Administration and hospitals under Zhemgang dzongkhag as per supply order]</i>
1.1 (l)	The Purchaser is: <i>Dzongkahg Administration, Zhemgang</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[nil]</i>
GCC 4.2 (b)	The version of Incoterms shall be: <i>[nil]</i>
GCC 5.1	The language shall be: <i>[English]</i>
GCC 8.1	For <u>notices</u> , the addresses shall be: For the Purchaser: Attention: <i>[Dasho Dzongdag]</i> Address: <i>[Dzongkhag Administration, Zhemgang], Bhutan</i> <i>@975-03-741102</i>
GCC 9	The governing law shall be <u>the law of the Kingdom of Bhutan.</u>
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows: <i>[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC Sub-Clause 10.2 in the Bidding Documents.</i> <i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 10.2 (b) shall be retained in the case of a Contract with a Bhutanese Supplier.”]</i>

	<p>(a) Contract with a foreign Supplier:</p> <p><i>[For Contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p> <p><i>If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p>
	<p><i>If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p>(b) Contract with a Bhutanese Supplier:</p> <p>In the case of a dispute between the Purchaser and a Bhutanese Supplier, the</p>

	dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc]</i>.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 16.2	<p>The prices charged for the Goods supplied and the related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to these SCC for a sample Price Adjustment Formula]</i></p>
GCC 17.1	<p><i>Sample provision</i></p> <p>GCC 17.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of the foreign currency portion shall be made in (BTN)</p>
	<p>Payment for Goods and Services supplied from within Bhutan:</p> <p>Payment for Goods and Services supplied from within Bhutan shall be made in BTN <i>[currency]</i>, as follows:</p>
GCC 17.5	<p>The payment delay period after which the Purchaser shall pay interest to the supplier shall be <i>[as per financial rule of Bhutan]</i>.</p> <p>The interest rate that shall be applied is <i>(Financial rule of Bhutan)</i></p>
GCC 19.1	The amount of the Performance Security shall be: lump sum of Nu; <u>40000</u> (<i>fourty thousand only</i>)
GCC 19.3	The types of acceptable Performance Securities are:

	<p>(i) <u>Unconditional bank guarantee issued by financial institution located in Bhutan and acceptable to the Purchaser, in the form provided for in the Contract or in any other form acceptable to the Purchaser, or</u></p> <p>(ii) Cash warrant, or</p> <p>(iii) Demand draft.</p>
GCC 19.4	Discharge of Performance Security shall take place: <i>[indicated in GCC Sub-Clause 19.4]</i>
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: <i>[as per supply and work order]</i>
GCC 25.1	The damage / broken/ lost of goods during transportation and service charges including any tax should be borne by the supplier at their own cost.
GCC 26.1	Responsibility for transportation of the Goods shall be <u>borne by supplier with their own cost.</u>
GCC 27.1	The inspections and tests shall be: <i>[done by committee during the time of delivery]</i>
GCC 27.2	Inspections and tests shall be conducted at: <i>[site]</i>
GCC 28.1	The liquidated damages shall be: <i>[.05]</i> % from the total bill amount per day.
GCC 28.1	The maximum amount of liquidated damages shall be: <i>.05 %.</i> <i>[The maximum figure is normally ten percent (10%)]</i>
GCC 29.3	The period of validity of the Warranty shall be: <i>[90] days.</i> <u>For the purposes of the Warranty the place(s) of final destination(s) shall be: at site</u>
GCC 29.5 and 29.6	The period for repair or replacement shall be: <i>[45] days after notification letter.</i>

Section IX. Contract Forms

Table of Forms

Performance Security

Bank Guarantee for Advance Payment

Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid submission]*
IFB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)]*¹⁵ *in figures and words* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

¹⁵ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,¹⁶ and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[signatures of authorized representatives of the bank and the Supplier]

¹⁶ Date established in accordance with Clause 19.4 of the General Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.